

1
2 AN ORDINANCE DETERMINING THAT A NEED
3 EXISTS FOR A SEPARATE HEADQUARTERS
4 BUILDING FOR THE FORT WAYNE POLICE
5 DEPARTMENT AND APPROVING A LEASE
6 BETWEEN THE CITY OF FORT WAYNE, AS
7 LESSEE, AND THE MCMILLAN FOUNDATION,
8 INC., AS LESSOR, TO PROVIDE SUCH A
9 FACILITY.

10 WHEREAS, a petition in twelve (12)
11 counterparts, signed by fifty (50) or more taxpaying
12 citizens of Fort Wayne, has been filed at this meeting of
13 the Common Council of the City of Fort Wayne regarding
14 the leasing of a structure located at 1302 East
15 Creighton, Fort Wayne, Indiana, to be used as a new
16 central police department headquarters; and

17 WHEREAS, this petition has been carefully
18 considered and investigations have been conducted by the
19 Common Council of the City of Fort Wayne, both before and
20 after the filing of said petition; and

21 WHEREAS, the Common Council of the City of Fort
22 Wayne now finds that a need exists for such a facility
23 and that the City of Fort Wayne does not presently have
24 sufficient funds to pay the cost of constructing or
25 acquiring such a facility and leasing is the only
26 practical financing method to meet said need; and

27 WHEREAS, the McMillan Foundation, Inc., a local
28 Indiana not-for-profit corporation widely known for its
29 philanthropic efforts within the Fort Wayne community,
30 has prepared proposed drawings, plans and specifications
31 for the conversion of the structure at 1302 East
32 Creighton Street to a central police department
headquarters and the Common Council has reviewed said
proposed drawings, plans and specifications; and

WHEREAS, the McMillan Foundation, Inc. has
drafted and presented a proposed form of lease for the
leasing of the structure located at 1302 East Creighton;
and

WHEREAS, said proposed drawings, plans and
specifications are hereby approved by this Council for
the purpose of conducting a hearing on the proposed
lease; and

WHEREAS, a hearing on said lease has been held
on October 12, 1993, as required by law; and

WHEREAS, prior to said hearing, a notice of
said hearing was published as required by law; and

WHEREAS, the proposed lease and the drawings,
plans and specifications for the modifications to the
structure at 1302 East Creighton Street were available
for public inspection after the publication of said
notice and at said hearing; and

WHEREAS, at said hearing, public comment was
taken as to the following issues:

1. Whether execution of the lease is necessary
2. Whether the proposed rental is fair and reasonable; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The petition of taxpaying citizens of the City of Fort Wayne heretofore filed with the Common Council of the City of Fort Wayne is hereby accepted and approved.

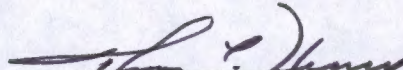
SECTION 2. The Common Council of the City of Fort Wayne finds that a need exists for a separate central police department headquarters and that the City of Fort Wayne does not have sufficient funds available as provided from its existing tax levies with which to pay the total costs of constructing or acquiring such a facility required to meet present need.

SECTION 3. The terms and conditions of the proposed form of the lease, two copies of which are on file in the office of the Clerk and available for public inspection, are hereby approved.

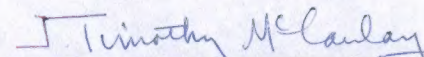
SECTION 4. The proposed rental for the structure at 1302 East Creighton, with the proposed modifications, is fair and reasonable.

SECTION 5. The Mayor and the City's Board of Public Works are hereby authorized to execute said lease agreement on behalf of the City.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor and once passed and approved may not be repealed.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. TIMOTHY MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Henry, seconded by , and duly adopted, read the second time by title and referred to the Committee on Examination of the City Plan (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 12th, day of October, 1993, at 6:00 o'clock P.M., E.S.T.

DATED: 9-28-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by , and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>	<u>0</u>		
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-12-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. J-77-93 on the 12th day of October, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1993, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of October, 1993, at the hour of 4:00 o'clock P.M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 1993, by and between MCMILLEN FOUNDATION, INC., an Indiana not-for-profit corporation (hereinafter referred to as "Landlord"), and the CITY OF FORT WAYNE, Indiana, a municipal corporation (hereinafter referred to as "Tenant");

WITNESSETH:

FOR AND IN CONSIDERATION of the full and faithful compliance by the parties hereto with each and all of the terms, covenants and conditions herein contained to be complied with by them, Landlord does hereby lease, let and demise unto Tenant the real estate described in Exhibit "A" attached hereto and made a part hereof, together with the improvements located thereon as shown outlined in red on Exhibit "B" attached hereto and made a part hereof and all appurtenances thereto (hereinafter referred to as the "demised premises"). The demised premises consist of a 6-story office building, plus basement, with a common street address of 1302 East Creighton Avenue, Fort Wayne, Indiana, together with a surface parking lot as more particularly identified on Exhibit "B". The garage building identified as outlined in yellow on Exhibit "B" is not a part of the demised premises, but is herein separately referred to as the "garage." The demised premises are leased by Landlord to Tenant subject to covenants, easements, conditions and restrictions of record, and subject to provisions of applicable building codes and zoning ordinances, but Landlord represents and warrants that such covenants, easements, conditions and building codes do not and shall not interfere with Tenant's intended use of the demised premises for the purpose hereinafter described.

ARTICLE I TERM

1.1 The lease term, subject to all of the provisions and conditions herein contained, shall be for a period of ten (10) years from the "commencement date" hereinafter provided unless sooner terminated hereby. The said term hereof shall commence upon that date upon which Landlord delivers the demised premises to Tenant for its use and occupancy ("commencement date").

In the event said delivery date is on a day other than the first day of the month, then the term hereunder shall commence on the first day of the month next succeeding the delivery date.

1.2 Tenant, subject to the approval of Phelps Dodge Magnet Wire Company ("Phelps Dodge"), shall prior to the commencement date be permitted to install leasehold improvements, fixtures, trade equipment and other equipment required by Tenant to conduct its business. Any such work done by Tenant shall be

done in such a manner as will not interfere with the progress of the work to be performed by Landlord as hereinafter described in Article XIX, and neither Landlord nor Phelps Dodge shall have any liability or responsibility whatsoever for loss of, or any damage to, any leasehold improvements, fixtures, equipment or other personal property of Tenant so installed on the demised premises.

ARTICLE II USE AND OCCUPANCY

2.1 Tenant covenants that the demised premises shall, during the term of this Lease, be used for the Fort Wayne Police Department office, for such other allied purposes as may be incidental thereto, and for no other purpose without the prior written consent of Landlord.

2.2 Tenant agrees not to use or suffer or permit any person to use, in any manner whatsoever, the demised premises for any purpose or use in violation of any federal, state, county or municipal law or ordinance. Tenant will neither commit nor permit waste upon the demised premises.

ARTICLE III RENTAL

3.1 Tenant shall pay as base rent for said demised premises, without relief from valuation or appraisement laws, the sum of TWO HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$235,600.00) per annum, payable in monthly installments of NINETEEN THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$19,633.33) in advance on the first day of each calendar month throughout the term hereof, to the attention of Landlord at 6610 Mutual Drive, Fort Wayne, Indiana, 46825, or such other place as Landlord may from time to time designate in writing. Notwithstanding the foregoing, base rent shall abate until July 1, 1994.

ARTICLE IV REAL ESTATE TAXES

4.1 Except as herein specifically provided, it is the purpose and intent of Landlord and Tenant that the rental as herein provided shall be absolutely net to the Landlord, so that this Lease shall yield to Landlord the rent specified hereinabove and accordingly that all taxes, insurance, maintenance and other expense of any type or nature shall be solely the responsibility of Tenant unless otherwise specifically provided herein. With such intent in mind, Tenant agrees that it shall pay, in addition to all other sums agreed to be paid by it in this Lease, all real property taxes and assessments against the real estate and improvements constituting the demised premises which fall due during the term of this Lease. Such taxes and assessments shall be prorated for

any partial lease years. Tenant may permit any assessment to go to bond and shall pay each installment of principal and interest on or before the last day on which payment may be made without penalty. If the bond shall extend beyond the end of the lease term, any installments which would become due thereafter shall be paid by Landlord. Tenant shall have the right to protest taxes either in its own name or in the name of Landlord and Landlord shall cooperate to whatever extent necessary to protest said taxes, all at the sole expense of Tenant. In contesting any such taxes, Tenant shall obtain such bonds or take such other action as may be necessary to assure that liens or lien rights do not attach to the demised premises. Tenant shall be solely responsible and shall pay for all personal property taxes on all personal property, inventory and fixtures owned by it or located in or about the demised premises which accrue during the term of this Lease.

4.2 It is expressly agreed, however, that Tenant shall not be obligated to pay any capital levy or corporate franchise tax levy imposed upon Landlord or any estate, inheritance, succession or transfer tax upon the passing of Landlord's interest in the demised premises, or any income tax, profits tax, excise tax or other tax or charge that may be payable or chargeable to the Landlord under any present or future law of the United States or State of Indiana or imposed by any political or taxing subdivision thereof, or any governmental agency, upon or with respect to the rent received by Landlord under this Lease.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Except for the construction to be undertaken by Landlord as provided in Article XIX hereof, and further except as to structural repairs and repairs to the roof which shall be the responsibility of Landlord, Tenant agrees that it shall, at its own cost and expense, make all repairs of whatever kind and nature, foreseen or unforeseen, as may be required to keep the demised premises and fixtures thereon in good condition and repair. Without limiting the generality of the foregoing, Tenant shall be responsible for all exterior repairs, including walls, parking area, driveways and landscaping, and shall further be solely responsible to keep the whole and every part of the interior of the demised premises and all property and improvements situated therein in good repair, including without limitation all plumbing, heating and electrical installations and equipment, air conditioning equipment, hardware, doors and windows, plateglass, interior painting and decorating. In the event any repairs are covered by insurance, the same are to be paid for by the insurance proceeds aforesaid.

5.2 If Tenant refuses and neglects to repair promptly the demised premises as required in Section 5.1 hereof, in a reasonable time after written demand by Landlord, then Landlord

may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's fixtures and/or other property, or to the loss of use occasioned by reason thereof, and Tenant shall reimburse Landlord for the cost thereof on demand.

5.3 Tenant shall not make any structural alterations, additions or leasehold improvements to the demised premises or make any contract therefor without first procuring Landlord's consent. Except as herein specifically provided, all alterations, additions and/or leasehold improvements made by Tenant to or upon the demised premises, except removable trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord. Tenant shall be responsible for any damages occasioned by removal of its personal property and other trade fixtures.

5.4 Any alterations made by Tenant shall be at Tenant's cost and expense. Tenant agrees to conform to and comply with all laws, ordinances, rules and regulations of federal, state, county and municipal authorities in making such alterations or repairs, and shall at all times keep the demised premises free from claims of mechanics' liens.

5.5 Landlord and its agents shall have free access to the demised premises during all reasonable and regular business hours for the purpose of examining the same and to ascertain that they are in good repair, and to make reasonable repairs which Landlord may desire to make hereunder.

5.6 Unless such repair or damage is caused by the acts of Tenant, Landlord shall be responsible for repairs, but not alterations or additions, to the structure and roof of the demised premises.

ARTICLE VI INSURANCE AND INDEMNITY

6.1 Tenant, from the commencement of its occupancy, agrees to indemnify and save harmless Landlord from and against all claims of whatever nature, except those resulting from the negligence of Landlord or its agents, arising from any act, omission or negligence of Tenant, or Tenant's contractors, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term hereof in or about the demised premises, or arising from any act, injury or damage occurring outside the demised premises, but within the parking area adjacent to the demised premises, or if such accident, damage or injury results, or is claimed to have resulted, from any act or omission of Tenant, or its agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs,

expenses, attorney fees and/or liabilities in, or connected with, any such claim or proceeding brought thereon in defense thereof.

6.2 From and after the commencement date of the Lease and throughout the residue of the term of the Lease, Tenant shall procure and pay for windstorm, fire and extended coverage insurance, insuring the building located upon the demised premises for not less than the full replacement value thereof in a responsible insurance company authorized to do business in the State of Indiana. Such insurance policies shall insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the demised premises is similar to that of the Tenant. Such insurance shall contain the so-called Replacement Cost or Restoration Endorsement, a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by landlord. Said insurance policies shall be issued in the joint names of Landlord and Tenant as the insured, and any mortgagee of Landlord, if so requested.

6.3 The insurance policy or policies required by Section 6.2 above shall be in a form reasonably satisfactory to Landlord and shall carry an endorsement that before changing or cancelling any policy the insurance company issuing the same shall give the Landlord at least ten (10) days prior written notice, and Tenant shall be required to furnish Landlord with an acceptable replacement policy before the effective date of any such cancellation. Duplicate originals or certificates of all such insurance policies shall be delivered to the Landlord. The first policy shall be issued prior to or on the commencement date, and all renewals thereof shall be issued at least ten (10) days prior to the expiration of the then existing policies.

6.4 Tenant agrees that all leasehold improvements and personal property of any type or nature owned by it, in, on or about the demised premises shall be at the sole risk and hazard of Tenant. Without intending hereby to eliminate the generality of the foregoing, Tenant agrees that Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from any peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the demised premises or elsewhere, provided such damage or loss is not the result of any intentional or willful wrongful act of Landlord.

6.5 Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through or under them in connection with the demised premises and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expenses (or is required under this Lease to be so insured), then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case if the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereon, thereupon keeping such release and waiver in full force and effect).

ARTICLE VII SIGNS AND ADVERTISING

7.1 Tenant may, at its expense, install a sign to the exterior of the building only upon first obtaining the approval of Landlord, such approval not to be unreasonably withheld. Tenant shall maintain said sign in good order and condition. Upon termination of this Lease, Tenant shall remove such sign located upon the building, and shall be responsible for any damage occasioned thereby. Signage by Tenant shall comply with all applicable codes and ordinances.

ARTICLE VIII DESTRUCTION OF PREMISES

8.1 If the demised premises shall be damaged or destroyed by any cause during the term of this Lease, this Lease shall remain in full force and effect and Landlord shall as rapidly and as reasonably practical repair such damage at its expense. Such repair or restoration of said building by Landlord shall be at least to the condition of the building immediately prior to such damage or destruction, and in accordance with plans and specifications mutually agreed upon at that time; or if such plans cannot be agreed upon, then in substantially the same manner as said building currently exists to the extent practical under current codes and standards. The work of restoration or rebuilding shall be in full compliance with all laws and regulations and governmental ordinances applicable thereto. All insurance proceeds received from the fire and extended coverage insurance shall be

used and applied toward such rebuilding and restoration, but in the event such insurance proceeds are not sufficient, Landlord shall not be required to restore and rebuild unless it so elects, and if it so elects not to restore, this Lease shall terminate effective the date damage occurred and Landlord shall be entitled to all insurance proceeds.

8.2 Should the demised premises or any part thereof be made untenable as a result of such fire, damage or destruction, the rental payable by Tenant shall not abate.

8.3 If the demised premises or improvements thereto are damaged to such extent that they cannot be repaired within one hundred eighty (180) days of such occurrence, or in the event such damage occurs within the last two (2) years of the lease term, this Lease may be cancelled at the option of either the Landlord or the Tenant upon written notice given within thirty (30) days from the date of such occurrence, and in such event, all rent shall be prorated to the date of such occurrence and Landlord shall be entitled to all proceeds received from the fire and extended coverage insurance.

ARTICLE IX EMINENT DOMAIN

9.1 If not more than Fifteen Percent (15%) of the building constituting the demised premises or not more than Twenty-Five Percent (25%) of the parking area shall be taken under the power of eminent domain, then the term of this Lease shall cease only on the part so taken from the date possession shall be taken for any public purpose, and the minimum rent shall be paid up to that date. If in such event any part of the demised premises is taken, Landlord shall rebuild and restore said demised premises at its expense and as rapidly as possible, and Tenant shall be entitled to an equitable abatement of the fixed minimum rent until the premises are restored, and thereafter said rent shall be equitably reduced on account of any floor space taken by such eminent domain proceedings.

9.2 If more than Fifteen Percent (15%) of the building constituting the demised premises or more than Twenty-Five Percent (25%) of the parking area shall be taken under the power of eminent domain, then from that date Tenant shall have either the right to terminate this Lease as of the date possession of the part condemned is so taken, by written notice to Landlord within thirty (30) days after such date, or to continue in possession of the demised premises under all of the terms, covenants and conditions of this Lease, except that the fixed rent shall be proportionately and equitably reduced.

9.3 Each party may, as permissible by applicable law, prosecute at their option their respective claims, against the

public or private bodies designated as the taking authority, on the account of any taking or appropriation of the demised premises. For the purpose of this paragraph, acquisition of all or part of the demised premises by governmental or quasi-governmental authority by means of voluntary negotiations and contracts in lieu of condemnation shall be deemed to be acquisition by the exercise of the power of eminent domain. In the event Landlord elects or is required to restore the demised premises as a result of a taking pursuant to this Article IX, the entire award shall be the property of Landlord and shall be made available for purposes of restoration.

ARTICLE X QUIET ENJOYMENT

10.1 Landlord covenants and agrees that if the Tenant shall pay and otherwise perform and do all the things and matters herein provided for to be done by Tenant, Tenant shall peaceably and quietly have, hold, possess, use, occupy and enjoy the said demised premises during the term of this Lease.

ARTICLE XI ASSIGNMENT AND SUBLETTING

11.1 Tenant may not assign or sublet the demised premises without Landlord's prior written consent. In the event that Tenant shall at any time, during the term of this Lease, sublet all or any part of said premises or assign this Lease after first obtaining the consent of Landlord, it is hereby mutually agreed that Tenant shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned or if the demised premises or any part thereof be subleased or occupied by anybody other than Tenant, Landlord may collect from the assignee, sublessee or occupant any rent or other charges payable by Tenant under this Lease, and apply the amount collected to the rent and other charges herein reserved, but such collection by Landlord shall not be deemed a release of Tenant from the performance by Tenant under this Lease.

ARTICLE XII UTILITIES

12.1 Tenant shall be solely responsible for and shall promptly pay all charges for gas, heat, electricity and any other utilities or services used or furnished to the demised premises.

ARTICLE XIII MORTGAGE SUBORDINATION

13.1 Upon written request or notice by Landlord, concurred in by any mortgagee or trustee of the real estate, or by any person, firm or corporation intending to become such a

mortgagee or trustee, Tenant agrees to subordinate its rights under this Lease to the liens of any mortgages or deeds of trust that may now or hereafter be placed upon the building and the demised premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof, and Tenant hereby irrevocably appoints Landlord, or any officer thereof, as Tenant's attorney-in-fact to execute any subordination agreements or documents required in furtherance thereof. This power of attorney is a power coupled with an interest and is irrevocable during the term hereof.

ARTICLE XIV

DEFAULT

14.1 If Tenant shall be in default in the payment of rental or any other charges provided for herein and such default shall continue for a period of five (5) days after written notice from Landlord to Tenant as herein provided, or if Tenant shall be in default in the performance of any of the other covenants, promises or agreements herein contained for Tenant to be kept and performed and such default shall continue for thirty (30) days after Landlord shall have notified Tenant in writing of the existence of such default, or if Tenant is adjudicated a bankrupt, or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in the demised premises, and such receiver is not removed within thirty (30) days after appointment, or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceeding under present or future law whereby the rent, or any part thereof, is or is proposed to be reduced or payment thereof deferred, or if Tenant makes an assignment for the benefit of creditors, or if the demised premises or Tenant's effects or interest therein shall be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days from such levy or attachment, or if Tenant abandons the demised premises, then, and in any or all said events, Tenant shall be deemed to have breached this Lease and Landlord shall have the right at its option to:

(a) Enter upon and take possession of the demised premises as Tenant's agent without terminating this Lease, and re-let the demised premises at the best price obtainable by reasonable effort and for such term as Landlord deems proper. Tenant shall thereupon become and thereafter be liable and indebted to Landlord and shall then or from time to time thereafter upon demand promptly pay to Landlord the costs and expenses of such reletting, including any alterations or decorations required in connection therewith, plus the difference between the amount of the rent collected and received from the demised premises and the rental due under this Lease for each month during the residue of the term herein provided remaining after the taking of possession by Landlord; or

(b) Forthwith cancel and terminate this Lease by notice in writing to Tenant; and if such notice shall be given, all rights of Tenant to the use and occupancy of said demised premises shall terminate as of the date set forth in such notice and Tenant will at once surrender possession of the demised premises to Landlord and remove all of Tenant's effects therefrom, and Landlord may forthwith re-enter the premises and repossess itself thereof, and Landlord shall be entitled to receive as liquidated damages and not as a penalty a sum equal to all rent and other sums which would fall due hereunder through the balance of the lease term had this Lease not been terminated. No termination of this Lease prior to the normal expiration thereof shall affect Landlord's right to collect rent for the period prior to the termination thereof.

14.2 Landlord shall be entitled to collect from Tenant reasonable attorney fees incurred in enforcing any obligation of Tenant under this Lease, or in any litigation or negotiation with Tenant which, without its fault, it becomes involved on account of this Lease.

ARTICLE XV SURRENDER OF POSSESSION

15.1 Whenever the said term herein demised shall be terminated, whether by lapse of time, forfeiture or in any other way, Tenant covenants and agrees that it will at once surrender and deliver up said demised premises peaceably in as good of condition as when Tenant took possession, ordinary wear and tear and any alterations and approved changes and any damage caused by perils covered by insurance excepted, and if Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at double the rent herein set forth and under all other applicable conditions herein provided.

ARTICLE XVI MECHANICS' LIENS

16.1 Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the demised premises, nor shall the interest of Landlord in the demised premises be subject to any lien arising from any act or omission of Tenant.

16.2 If any mechanics' lien or liens shall be filed against the demised premises for work done or materials furnished to Tenant, Tenant shall within forty-five (45) days after it has actual notice of such lien, at its own expense, cause such lien or liens to be discharged by payment of such claims or by filing of bond pursuant to statute.

16.3 Should Tenant fail to pay any such lien or post bond therefor, Landlord may, but it shall not be required to do

so, discharge such mechanics' lien or liens by payment thereof, and the amount paid by Landlord together with Landlord's costs and expenses shall be due and payable from Tenant forthwith on demand, together with interest at the rate of eight percent (8%) per annum.

ARTICLE XVII
NOTICES

17.1 All notices, demands and requests hereunder shall be in writing and given by United States registered or certified mail, or by a nationally recognized air courier:

In the case of Landlord to: McMillen Foundation, Inc.
 6610 Mutual Drive
 Fort Wayne, Indiana 46825
 Attn: President

With a copy to: Baker & Daniels
 2400 Fort Wayne National Bank Bldg.
 Fort Wayne, Indiana 46802
 Attn: Robert T. Hoover

In the case of Tenant to: City of Fort Wayne, Indiana
 City-County Building
 One Main Street
 Fort Wayne, Indiana 46802
 Attn: Director of Public Safety

17.2 Each party from time to time may change its address for purpose of notice under this Article by giving to the other party notice of such change of address. Any notice, demand or request given by the United States, registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the United States mail or with a nationally recognized air courier properly addressed and with postage fully prepaid.

ARTICLE XVIII
MISCELLANEOUS

18.1 Each term and provision of this instrument performable by Tenant and Landlord shall be construed to be both a covenant and a condition.

18.2 Time is and shall be of the essence of this Lease and of each term or provision hereof.

18.3 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

18.4 The headings of the articles of this instrument are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

18.5 Nothing in this Lease shall cause Landlord in any way to be construed as a partner, joint venturer or associated in any way with Tenant in the operation of said demised premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of said demised premises or any part thereof. The obligations of each individual tenant hereunder shall be joint and several.

18.6 This Lease shall not be recorded, and in the event either party so desires, a memorandum of lease will be prepared and recorded in lieu thereof.

18.7 This Lease shall be governed by the laws of the State of Indiana.

ARTICLE XIX LANDLORD'S IMPROVEMENTS

19.1 Landlord shall, at its expense, prior to the commencement of the lease term, or as soon thereafter as may be reasonably accomplished under the circumstances, (i) cause both elevators in the building located upon the demised premises to be automated, to include the removal of all existing equipment and the replacement thereof with all new microprocessor-based package elevator systems to comply with minimum ADA requirements including car sizes, automatic controls, etc., and (ii) complete such improvements to the building, as in the reasonable judgment of Landlord are necessary, to comply with the Americans With Disabilities Act, which improvements shall include such things as construction of an entrance ramp at the front of the building, the creation of acceptable rescue assistance areas, the installation of applicable alarms, renovations to drinking fountains and toilets, as required, signage and other necessary improvements.

ARTICLE XX ADDITIONAL PARKING

20.1 Tenant acknowledges that the surface parking presently comprising a part of the demised premises and as shown on Exhibit "B" hereto provides for approximately one hundred thirty-one (131) parking spaces with security fencing and video surveillance. Landlord agrees that it shall during the term of

this Lease hold available for additional parking that area adjacent to the existing surface parking as designated as "potential parking for one hundred fifty-five (155) cars" as shown on Exhibit "B" (the "Additional Parking Area"). In the event at any time during the first five (5) years of the term of this Lease Tenant advises Landlord that it needs the Additional Parking Area for its further parking needs, Landlord shall, as soon as the same may be reasonably accomplished thereafter considering weather and other conditions, improve such Additional Parking Area for the further parking needs of Tenant by the paving and fencing thereof, and upon completion thereof, this Lease shall be amended by the adding thereto, as a part of the demised premises, such Additional Parking Area for the balance of the lease term. Landlord's obligation to improve such Additional Parking Area for further surface parking shall be conditioned upon Tenant furnishing to Landlord reasonable evidence of its need for such Additional Parking Area.

ARTICLE XXI
ADVANCE FOR EQUIPMENT

21.1 Tenant has advised Landlord that in connection with its use of the building it will be necessary for it to install in the building certain switching equipment with respect to its communications equipment. Landlord agrees that it shall, upon receipt of appropriate invoices and bills therefor, advance to Tenant or, at Landlord's option, directly to Tenant's suppliers, contractors and installers, up to, but not in excess of, the sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) for costs actually incurred by Tenant in installing such switching equipment in the building. Tenant shall furnish to Landlord paid invoices and receipts for the cost of all such equipment and labor required in connection therewith, accompanied by a certification of Tenant that said bills and invoices have been paid, that the equipment represented thereby has been purchased by Tenant and installed in the building, and that such equipment and the installation thereof is acceptable to Tenant. Tenant shall furnish to Landlord such supporting documentation as Landlord may reasonably request. Within ten (10) days from the date of receipt thereof, Landlord shall pay to Tenant the amount of such approved invoices or bills provided that the aggregate of any such bills or invoices paid do not in any event exceed the cap hereinabove set forth. In no event shall Landlord be required to pay such bills or invoices more often than once during each calendar month.

21.2 Tenant shall be solely responsible for the purchase and installation of such switching equipment and Landlord shall have no responsibility therefor. Such equipment shall be installed in accordance with all codes, regulations and laws applicable thereto. In the installation of such equipment, Tenant shall not create any mechanics' liens or similar liens against the demised premises. The selection of such equipment and the installers

thereof shall be the sole responsibility of Tenant, including the installation of such additional electrical services, duct work or other appurtenances thereto, if any, as may be required in connection with the installation of such equipment.

21.3 Upon expiration of this Lease, either at expiration of the normal term or otherwise, Tenant shall remove all such switching equipment from the building at its cost and expense. Tenant shall be responsible for any damage incurred to the demised premises as a result of such removal and shall restore the demised premises to substantially the same condition as existed prior to the installation of such equipment, reasonable wear and tear excepted.

ARTICLE XXII EARLY TERMINATION

22.1 Landlord and Tenant acknowledge that the ability of the Tenant to perform its obligations hereunder is dependent upon Tenant receiving such appropriations as necessary from state and local authorizing authorities. Tenant represents and covenants to Landlord that it has the appropriate authorizations to honor its obligations hereunder through the period ending _____. Tenant covenants and agrees that it shall hereafter timely initiate and request all appropriations necessary to carry out the terms of this Lease and that it shall take all necessary and required actions to obtain such approvals thereof as may be required by state or local agencies or boards. In the event of disapproval of any such appropriation by any agency whose approval thereof is required by applicable law, Tenant may, upon written notice thereof to Landlord, terminate this Lease upon such date as existing appropriations have expired, but only upon satisfaction of the following conditions precedent to such termination.

(a) Tenant shall have furnished Landlord evidence that it has requested the necessary appropriations to continue its obligations under this Lease and such request has been denied after good faith efforts by Tenant to obtain the necessary approvals.

(b) All rent and other charges due or accrued through the effective date of termination have been paid by Tenant.

(c) Tenant shall have paid Landlord rent and other charges for the period that rent had abated under this Lease, as if rent abatement for such period had not been granted.

(d) In the event Tenant has prior thereto requested Landlord to expand and improve the parking lot as provided in Article XX hereof, Tenant has reimbursed Landlord in full for all costs, charges and expenses incurred by Landlord with respect thereto.

(e) Tenant shall have paid to Landlord the unamortized portion of Landlord's cost of the advance for equipment made by Landlord to Tenant pursuant to Article XXI of this Lease, said equipment to be amortized ratably over the initial 10-year term of this Lease.

22.2 Notwithstanding the provisions of Section 22.1, Tenant may, at any time following expiration of the fifth (5th) lease year and prior to expiration of the original 10-year term hereof, elect to terminate this Lease, provided it first complies with and satisfies all of the following conditions precedent thereto:

(a) Tenant has furnished to Landlord evidence that it has constructed an office building adjacent to the current City-County Building located in the central downtown of Fort Wayne, Indiana, and that upon the effective date of termination of this Lease, it is Tenant's intention to relocate its police department in the office building so constructed.

(b) Tenant has given written notice to Landlord of its intention to so terminate this Lease and of the occurrence described in subparagraph (a) above, not less than three hundred sixty (360) days prior to the effective date of termination.

(c) All rent and other charges due or accrued through the effective date of termination have been paid by Tenant.

(d) Tenant shall have paid Landlord a lump sum lease termination fee, as liquidated damages and not as a penalty, in an amount equal to fifty percent (50%) of the rent and other charges which would have been due from Tenant to Landlord from the effective date of termination through the original term of this Lease as though the Lease had not been terminated.

(e) In the event Landlord has expanded and improved the parking lot at the request of Tenant as provided for in Article XX hereof, Tenant has reimbursed Landlord in full for all costs, charges and expenses incurred by Landlord with respect thereto.

(f) Tenant shall have paid to Landlord the unamortized portion of Landlord's cost of the advance for equipment made by Landlord to Tenant pursuant to Article XXI of this Lease, said equipment to be amortized ratably over the 10-year original term of this Lease.

For purposes hereof, the first lease year shall begin upon the commencement date of this Lease, and each subsequent lease year on the annual anniversary date thereof.

ARTICLE XXIII
OPTION TO RENEW

23.1 Provided this Lease is in full force and effect and Tenant is not in default hereunder, Tenant shall have, and is hereby granted, an option to renew this Lease for one 10-year period upon expiration of the original term hereof, to be exercised by Tenant by written notice thereof to Landlord not less than three hundred sixty (360) days prior to expiration of the original term of this Lease. In the event of such exercise, this Lease shall continue under the terms and conditions hereof, except that base rent during the period of renewal shall be in the sum of TWO HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THIRTY DOLLARS (\$217,930.00) per annum, payable in monthly installments of EIGHTEEN THOUSAND ONE HUNDRED SIXTY DOLLARS AND EIGHTY-THREE CENTS (\$18,160.83) in advance on the first day of each calendar month throughout the extended term.

ARTICLE XXIV
GARAGE

24.1 Landlord hereby grants to Tenant the license, during the term of this lease, to use for garage purposes the approximate 5900 square foot garage building as shown on Exhibit "B" attached hereto. Tenant shall not be liable for any base rent in connection with use of such garage. Tenant accepts such garage in its present "as is" condition.

24.2 During the term of this Lease, Tenant shall be responsible for all maintenance or repair of the garage of any type or nature and shall be responsible for all real estate taxes applicable thereto. Tenant shall also be responsible for all utilities furnished to the garage. The indemnity as set forth in Section 6.1 hereof shall be applicable to Tenant's use of the garage to the same affect as though such garage were included within the demised premises. Tenant shall not be required, however, to maintain fire and extended coverage insurance upon the garage, but may do so if it so elects.

24.3 In the event any damage occurs to the garage for any reason, other than by the negligence of Tenant, neither Landlord nor Tenant shall have any obligation to restore the garage and the licenses herein granted by Landlord to Tenant shall terminate as to the garage, or as to that portion thereof which is no longer tenantable. In the event such damage to the garage is caused solely by the negligence of Tenant, Tenant shall be responsible for restoring the garage to substantially the same condition as existed prior to such damage at its sole cost and expense.

24.4 Landlord makes no warranty of any type or nature with respect to the garage, including without limitation any

warranty as to use for any particular purpose or a warranty as to its condition. Tenant may, if it so elects, make improvements to the garage after first obtaining the written approval of Landlord, such approval not to be unreasonably withheld. The license as herein granted by Landlord to Tenant is personal to Tenant and may not be assigned or transferred to any other party

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

MCMILLEN FOUNDATION, INC.

By: _____
John F. McMillen, President
"Landlord"

CITY OF FORT WAYNE, INDIANA

By: _____
Paul Helmke
Its Mayor
"Tenant"

BOARD OF PUBLIC SAFETY

By: _____
Payne D. Brown, Director

By: _____, Member

By: _____, Member

By: _____, Clerk to
Board of Public Works

Approved As To Form
And Legality:

By: _____
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF INDIANA)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 19____, personally appeared JOHN F. MCMILLEN, to me known, and known by me to be the person who as President of MCMILLEN FOUNDATION, INC., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that he did so sign the same in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Notary Public

Printed Signature
County of Residence:_____

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1992, personally appeared PAUL HELMKE, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Mayor of the CITY OF FORT WAYNE, INDIANA, and that he, as such Mayor and Clerk being authorized so to do, executed the foregoing Easement for the purposes contained therein for and on behalf of said City in his capacity as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Notary Public

Printed Signature
County of Residence:_____

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1992, personally appeared PAYNE D. BROWN, _____, _____, _____, _____, and _____, with all of whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be the Director, Members and Clerk, respectively, of the BOARD OF PUBLIC SAFETY of the City of Fort Wayne, Indiana, and that they, as such Director, Members and Clerk, respectively, of the Board of Public Works being authorized so to do, executed the foregoing Easement for the purposes contained therein for and on behalf of the City in their capacities as Director, Members and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

Notary Public

Printed Signature
County of Residence: _____

My Commission Expires:

This instrument prepared by Robert T. Hoover, Attorney at Law, Baker & Daniels, 2400 Fort Wayne National Bank Building, Fort Wayne, Indiana 46802.

LEGAL DESCRIPTION ONLY

BUILDING PARCEL

Part of Lots 3, 4, 5, 6, 7, 8, and 9 HANNA and FISHER'S ADDITION to the City of Fort Wayne, Allen County, Indiana, more particularly described as follows to-wit:

Commence on the South right-of-way of Creighton Avenue as established by Plat Book 9, page 17 at its intersection with the West right-of-way of Holton Avenue, being coincident with the East line of Lot 9 HANNA'S and FISHER'S ADDITION as recorded in Deed Record 58, page 306; said point being 10 feet South of the Northeast Corner of said Lot 9; thence Westerly along the South right-of-way of said Creighton Avenue 290 feet to a point 26.0 feet, more or less, West of the East line of Lot 3 of said Addition; thence Southerly parallel and 26 feet West of the East line of said Lot 3, a distance of 85.0 feet; thence Easterly parallel to the South right-of-way of Creighton Avenue, a distance of 35.0 feet to a point 9.0 feet, more or less, East of the East line of Lot 3 of said Addition; thence Southerly parallel and 9.0 feet East of said Lot line, a distance of 63.0 feet, more or less, to a point situated on the South line of Lot 4 of said Addition, said point being situated on the North line of a 14 foot platted alley, now vacated, as recorded in Plat Book 7A, page 2; thence Easterly along the South line of Lots 4, 5, 6, 7, and North side of said vacated alley, a distance of 135.0 feet to a point 12 feet, more or less, East of the Southwest corner of Lot 7 of said Addition; thence Northerly parallel and 12 feet East of the West line of said Lot 7, a distance of 73.0 feet, more or less, to a point situated 75.0 feet South of the South right-of-way of said Creighton Avenue; thence Easterly parallel to the South right-of-way of Creighton Avenue, a distance of 120.0 feet, more or less, to a point on the West right-of-way of Holton Avenue; thence Northerly on the West right-of-way of Holton Avenue being coincident with the East line of Lot 9, HANNA and FISHER'S ADDITION, 75.0 feet to the point of beginning, containing 0.734 Acres of land, more or less.

NOTE: Legal Description contained hereon was based on plats on file at the Office of the Recorder, Allen County, Indiana and subject to any variances discovered in a field verified survey.

IN WITNESS WHEREOF, I place my hand
and seal this 4th day of January 1993.

Hans C. Hofer



Exhibit "A"

LEGAL DESCRIPTION ONLY

~~PARKING LOT PARCEL~~

Lots 1, 2, 3, 4, 5, in DEVILBISS'S SUBDIVISION together with Lots 1, 2, 3, 4, 5 DEVILBISS'S SUBDIVISION EXTENDED, together with Lots 6, 5, 4, 3 and part of Lot 2 MULDOON'S SUBDIVISION, together with part of Lots 3, 6, and 7 of HORACE HANNA'S ESTATE of the South Half of Outlot No. 11 of Hanna's Plat "A", together with part of Lot 52 GREENE'S SUBDIVISION, together with vacated alley adjacent to Lot 1, 2, 3, 4 and Part of Lot 5 DEVILBISS'S SUBDIVISION EXTENDED together with vacated alley adjacent to Lot 3, 4, 5, and Part of Lot 2 MULDOON'S SUBDIVISION all in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows to-wit:

Commence on the South right-of-way of Creighton Avenue at its intersection with the East right-of-way of Bowser Avenue, being coincident with the Southwest corner of Lot 1 DEVILBISS'S SUBDIVISION; thence Easterly on the North right-of-way of Creighton Avenue, a distance of 350.0 feet to a point 2.67 feet, more or less, East of the Southwest corner of Lot 2 MULDOON'S SUBDIVISION; thence Northerly parallel and 2.67 feet East of the West line of Lot 2 and its extension thereof produced Northerly, a distance of 113.5 feet, more or less, to the South line of a platted 15 foot alley now vacated by Declaratory Resolution Number 1351-73; thence Westerly on the South line of said vacated alley and parallel to and 113.5 feet North of the North right-of-way of Creighton Avenue, a distance of 188 feet, to a point on the North line of Lot 5 DEVILBISS'S SUBDIVISION EXTENDED and situated 2.0 feet, more or less, East of the Northwest corner of said Lot 5; said point further situated 162.0 feet East of the East right-of-way of Bowser Avenue; thence Northerly parallel and 162 feet East of the East right-of-way line of Bowser Avenue, a distance of 146.35 feet, more or less, to a point on the North line of Lot 52 GREENE'S SUBDIVISION and the South line of an existing 12 foot alley; thence Westerly on and along the North line of said Lot 52 and the South line of said alley, a distance of 162 feet to the East right-of-way of Bowser Avenue; thence Southerly on the East right-of-way of Bowser Avenue, a distance of 259.85 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM a 14 foot by 113.5 foot strip for alley purposes between Lot 5 DEVILBISS'S SUBDIVISION and Lot 6 MULDOON'S SUBDIVISION, and a 10 foot strip for alley purposes lying adjacent to and immediately Northerly of Lot 6 MULDOON'S SUBDIVISION.

Net Acreage less Exception: 1.412 acres, more or less

NOTE: Legal Description contained hereon was based on plats on file at the Office of the Recorder, Allen County, Indiana and subject to any variances discovered in a field verified survey.

Exhibit "A" continued.



IN WITNESS WHEREOF, I place my hand and seal this 4th day of January 1993.

Hans C. Hofer

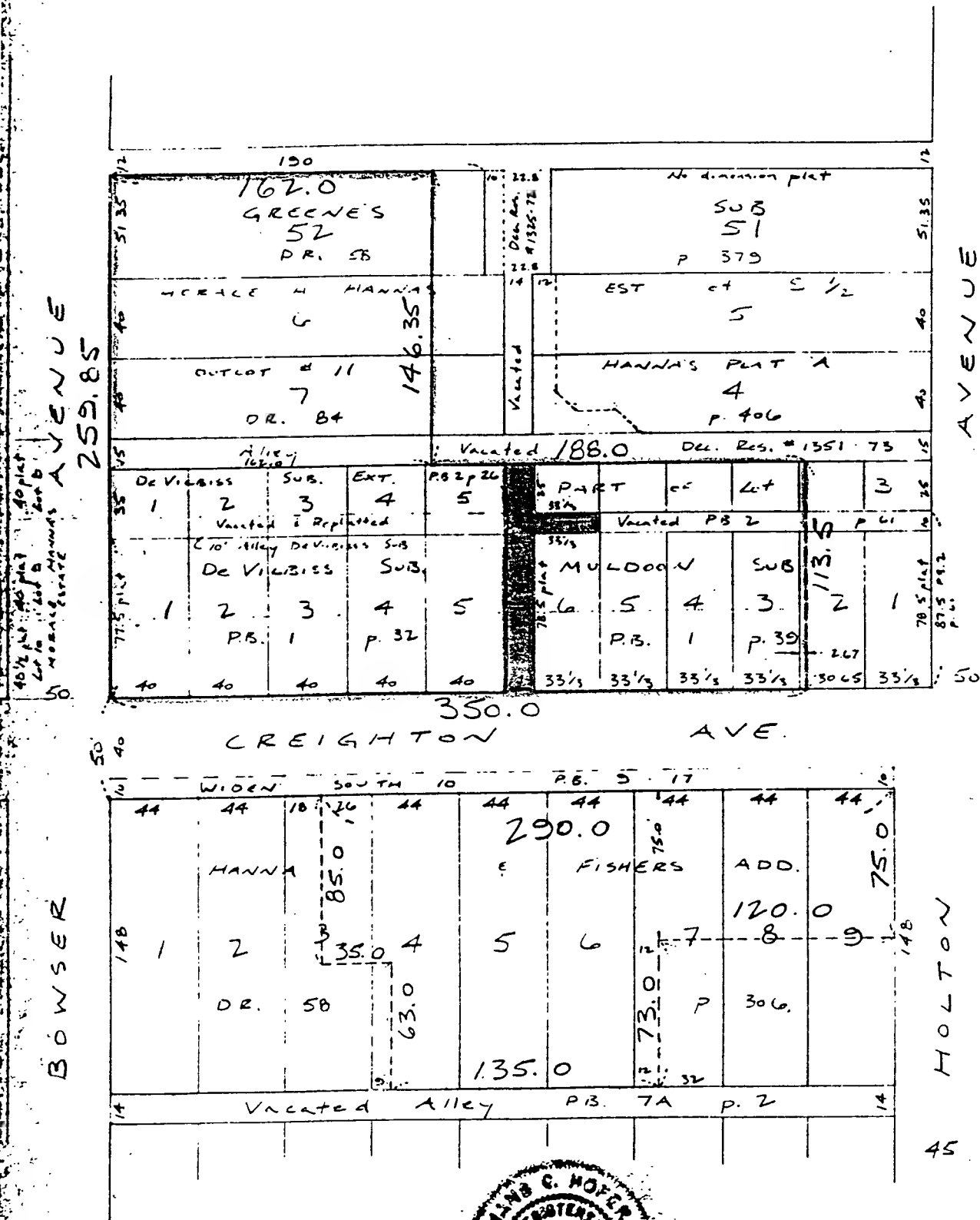
NUMBER

**CIVIL ENGINEERS & LAND SURVEYORS
FORT WAYNE, INDIANA**

MICHAEL W. DAVIS
L.S. No. 880030

6.0 Scale

6-6-2012
 RESUBMITTAL OF PROPERTY DOCUMENT.....Not a Boundary Survey.....EXHIBIT MAP ONLY, compiled from plats
 on file in the Office of the Recorder, Allen County, Indiana.

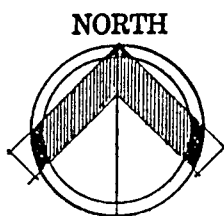
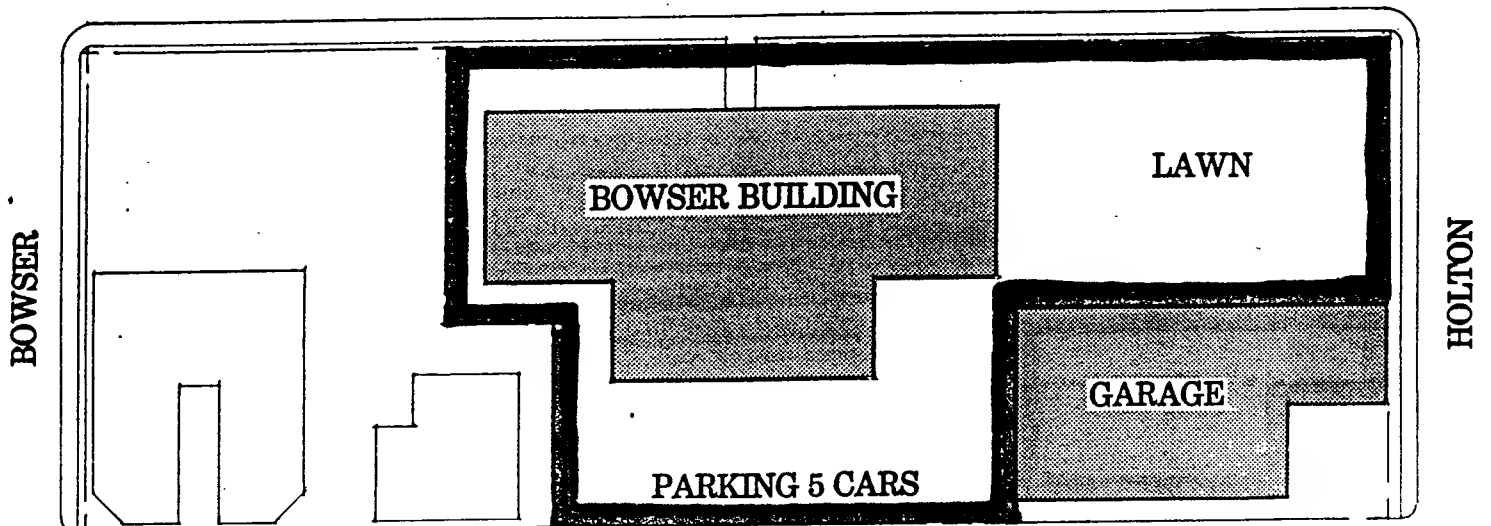
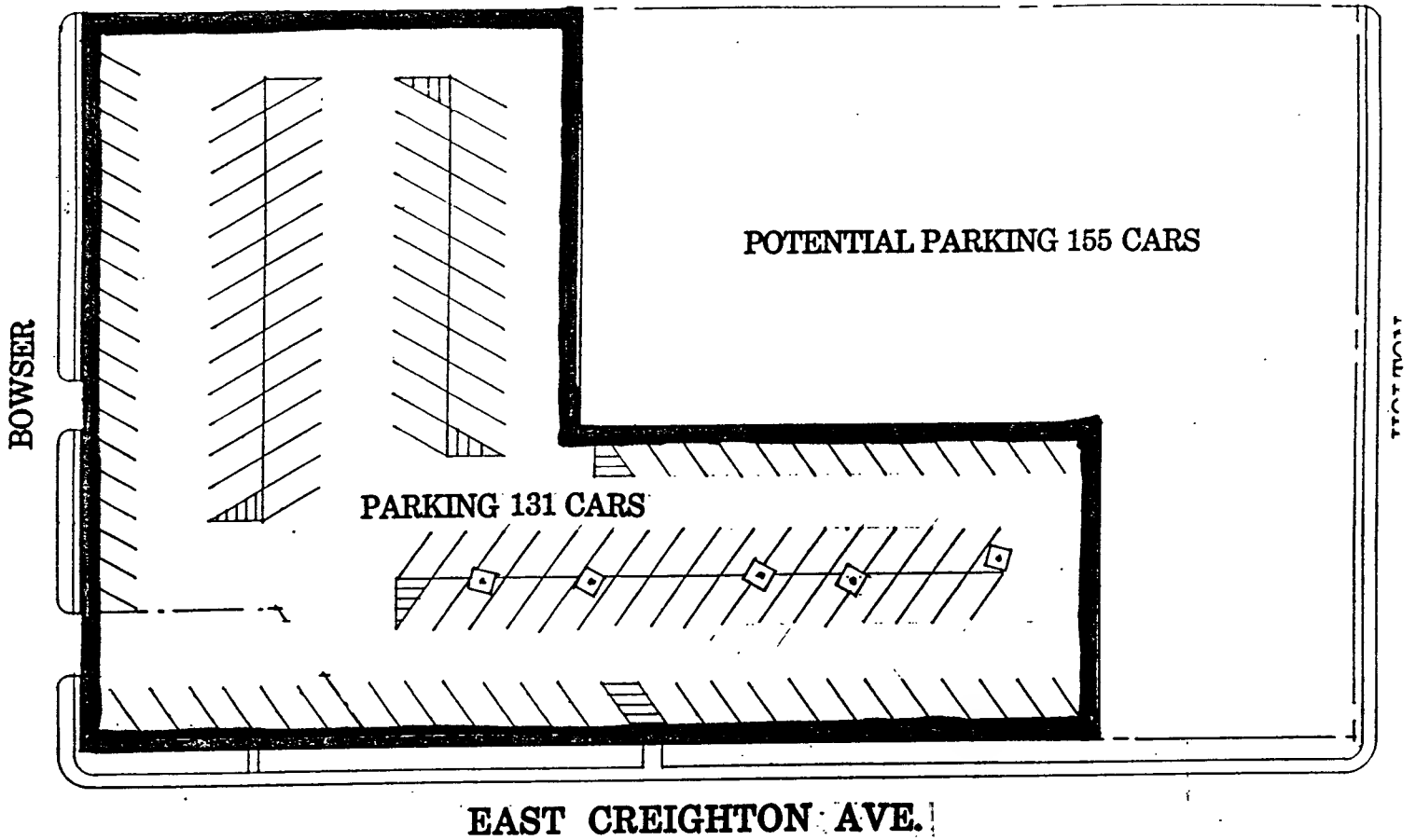


IN WITNESS WHEREOF, I place my hand and

MAIR C. MOYER
REGISTERED
No. 900010
STATE OF

Hans C. Hoff

EXHIBIT B



SITE PLAN

SCALE: 1" = 60'-0"



Paul Helmke
Mayor

THE CITY OF FORT WAYNE



MEMORANDUM

LAW DEPARTMENT

TO: MEMBERS OF COMMON COUNCIL

FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL *JTM*

DATE: September 27, 1993 *93-09-14*

SUBJECT: LEASE OF CENTRAL HEADQUARTERS FOR THE
FORT WAYNE POLICE DEPARTMENT

This Ordinance would permit the relocation of the Fort Wayne Police Department headquarters to 1302 East Creighton. The City proposes to lease the structure at that address from The McMillan Foundation, Inc. for a period of ten (10) years with an option to renew for an additional ten (10) years. The annual rental is \$235,600 and, if renewed for a second ten (10) year period, the annual rental drops to \$217,930. The McMillan Foundation, Inc. has also agreed to make \$525,000 in improvements and concessions if the Lease is agreed to.

Under Indiana law, this Council must both determine, after a public hearing to be held October 12, 1993, that a need exists for such a facility and that the terms and conditions of the Lease are fair and reasonable. After approval, the Lease must be reviewed by the State Board of Tax Commissioners.

Rental from this building is a major source of income for the McMillan Foundation, Inc.

JTM:DCB

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE PUBLIC SAFETY

SYNOPSIS OF ORDINANCE 1. FINDS THAT A NEED EXISTS FOR
A SEPARATE HEADQUARTERS FOR THE FORT WAYNE POLICE
DEPARTMENT. 2. APPROVES THE TERMS AND CONDITIONS OF A
10 YEAR LEASE WITH THE MCMILLAN FOUNDATION, INC. FOR
LEASE OF THE STRUCTURE LOCATED AT 1302 EAST CREIGHTON.

EFFECT OF PASSAGE LEASE WILL BE APPROVED, SUBJECT TO
STATE BOARD OF TAX COMMISSIONERS' APPROVAL.

EFFECT OF NON-PASSAGE LEASE WILL NOT BE APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)
ANNUAL RENTAL 1ST 10 YEARS: \$235,600.00
ANNUAL RENTAL 2ND 10 YEARS, IF RENEWED: \$217,900.00
LESSOR TO PROVIDE \$525,000 IN CONCESSIONS AND
IMPROVEMENTS.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-93-09-14

REPORT OF THE COMMITTEE ON
THE COMMITTEE OF THE WHOLE
THOMAS C. HENRY - CHAIRPERSON
MARK E. GIAQUINTA - VICE CHAIRPERSON
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON THE COMMITTEE OF THE WHOLE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) DETERMINING THAT A NEED
EXISTS FOR A SEPARATE HEADQUARTERS BUILDING FOR THE FORT WAYNE
POLICE DEPARTMENT AND APPROVING A LEASE BETWEEN THE CITY OF FORT
WAYNE, AS LESSEE, AND THE MCMILLAN FOUNDATION, INC., AS LESSOR, TO
PROVIDE SUCH A FACILITY

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

AK

Mark E. Kennedy
Mark C. Henry
Jim Talarico
George Lawrence
Edward J. Long
J. Bradley
OSD
William
Clotus R. Edmund

DATED: 10-12-93

Sandra E. Kennedy
City Clerk

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 12)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Shirley K. Owen</i>	SHIRLEY K. OWEN	6001 HOLLEY OAK DR. FORT WAYNE, IN 46818
2	<i>Bruce W. Whitman</i>	BRUCE W. WHITMAN	4510 ARLINGTON AVE. FORT WAYNE, IN 46807
3	<i>Nicholas G. Millis</i>	NICHOLAS G. MILLIS	7921 DELCON DR. FORT WAYNE, IN 46809
4	<i>Jackie Mesing</i>	JACKIE MESING	3226 WYNGATE RUN FT. WAYNE, IN 46811
5	<i>Jerome F. Henry Jr.</i>	JEROME F. HENRY JR.	5340 OLD MILL RD CITY OF
6	<i>Norman B. Hottel</i>	NORMAN B. HOTTEL	3736 BURKWOOD TERRACE
7	<i>Laura A. Smith</i>	LAURA A. SMITH	7518 OAK LANE FT. WAYNE, IN 46804

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8	Robert R. Carter	Robert R. Carter	8320 Rail Fence Rd FT. WAYNE, IN 46825
9	Ron Bennett	Ron Bennett	10217 Auburn Rd Fort Wayne, IN 46825
10	Timothy B. Shields	Timothy B. Shields	9621 HERNETT CT FW 46825
11	Delores F. Lorenz	Delores F. Lorenz	6322 Monte Ave FT. WAYNE IN 46835
12	Henry Moore	HENRY MOORE	2725 WINTER 3405 HOAGLAND CITY
13	James Wilhelm	JIM WILHELM	FT. WAYNE IN
14	Christopher E. Henry	5327 ARMORE AVE	Ind.
15	Irvin W. Gissel	Chuan W. Gisher	1232 ETNA AV.
16	Joe Thomas	Joe Thomas	3126 WARSAW ST
17	James Beachum	James Beachum	9317 Reynolds
18	Darwin Richardson		1414 Fletcher Ave,
19	John Booker		1302 Jackson Apt 2
20	Jepp Austin	1210	PAIGE AVE
21	Andy Moore		1928 Lynn Ave
22	K. Williams	Kend Williams	1510 HANNA
23			
24			
25			
26			
27			
28			
29			

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

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VERIFYING AFFIDAVIT

(Counterpart No. 12)

STATE OF INDIANA)
)
COUNTY OF ALLEN)

SS:

JEROME F. HENRY JR, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Jerome F. Henry Jr.
(Signature)

JEROME F. HENRY JR.
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

Diane C. Brown
(Signature)
DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996
(Printed Signature)

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each **MUST** sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
5. The signatures **MUST** be obtained in the presence of the person circulating the counterpart.
6. All names should be printed and written as they appear on the tax records in the County Auditor's Office.
7. Only persons or corporations who are owners of taxable real estate located in the district, as shown by the tax records in the Auditor's office, may sign the petition. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed, and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
8. The petition carrier should not sign the verifying affidavit until they bring the affidavit to a notary public.
9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 11)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Patty James</i>	Patty James	2309 Oakridge Rd
2	<i>Jerry Schneider</i>	JERRY SCHNEIDER	1310 VANCE AVE.
3	<i>Rita Bell</i>	Rita Bell	3407 Cedarvalley
4	<i>Michael Wiebke</i>	MICHAEL WIEBKE	2102 ST. JOE BLVD.
5	<i>Tom Kidd</i>	TOM KIDD	7220 MOWHAWK
6	<i>Greg Strain</i>	Greg Strain	3130 WATKINS
7	<i>Joann Milsap</i>	Joann Milsap	3706 Arondale DR.

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

- | | WRITTEN NAME
FIRST - LAST | PRINTED NAME
FIRST - LAST | ADDRESS |
|----|------------------------------|------------------------------|---------------------------------------|
| 8 | Barbara Sharp | BARBARA SHARP | 580 PARK DR. TURKEY LK |
| 9 | Michael Berry | MICHAEL BERRY | BOX 666 |
| 10 | J. Patrick | J.D. PATRICK | 4931 THOMPSON |
| 11 | Orville L Smith | ORVILLE L SMITH | 4825 TIMBLAND |
| 12 | Freddie L. Adams | | 426 CHURCH ST. DR |
| 13 | William E Weeks | | 4519 MARVIN DR |
| 14 | Robert J Osmer | | 5224 MT. VERNON PK. DR. |
| 15 | Velma Rogers | | 7962 SEVENTH ST. F |
| 16 | Luci Lopez | | 2319 STATHMORE ST. F.W |
| 17 | Larry Hertel | LARRY HERTEL | 2631 DUNDY LN. N.H. Ind |
| 18 | Don B. Brock | DON BROCK | 5809 GREENWOOD RD |
| 19 | James Reetanur | JAMES REETANUR | 4223 EHCINO DR. |
| 20 | Bobby Kitchen | BOBBY KITCHEN | 1042 SEWARD ST. |
| 21 | Jerome Dowdell | JEROME DOWDELL | 2320 DREXEL AVE. |
| 22 | Richard Laesch | RICHARD LAESCH | 5116 CRAWFORD RD |
| 23 | Thomas D. Romano | THOMAS D. ROMANO | 204 Heim Corp |
| 24 | Wane L. Long | | 7141 Pointe Inveness 4680Y |
| 25 | J. Louise Ojeda | J. LOUISE OJEDA | 6223 CHATHAM DR. FT. WAYNE 46816 |
| 26 | Jack Green | JACK GREEN | 3394 CLERMONT AVE. FT WAYNE Ind 46806 |
| 27 | Gary Englehart | GARY ENGLEHART | 224 Kingswood KENDALLVILLE IN |
| 28 | James Finton | JAMES FINTON | 5910 S. BEND DR. |
| 29 | Annette Walker | ANNETTE WALKER | 1109 Putnam |

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
30	Kathleen Lawson	KATHLEEN LAWSON	(TOKHEIM CORP.)
31	Richard Dearman	RICHARD DEARMAN	TOKHEIM CORP.
32	Sue Hutton	Sue Hutton	1021 St Marys ave
33	Betty Bright		1131 MOCALLOCH
34	Becky Gresham	Becky GRESHAM	TOKHEIM CORP.
35	Steve Sowers	STEVE SOWERS	TOKHEIM CORP.
36	Lynn Bizwell	Lynn Bizwell	TOKHEIM
37	Dan Newell	DAN NEWELL	TOKHEIM CORP.
38	Mike Heckley	Mike Heckley	Tokheim
39	Jennifer Boyle	Jennifer Boyle	Tokheim
40	Kathleen Smith	KATHLEEN SMITH	TOKHEIM
41	Pamela K. Durham	PAMELA K. DURHAM	TOKHEIM
42	Magdalene Pfaffkorn	MAGDALENE PFAFFKORN	TOKHEIM
43	Annette Fox	Annette Fox	Tokheim
44	Jerry Hoblet	JERRY HOBLET	TOKHEIM
45	Tom Gick	TOM GICK	TOKHEIM
46	Ann Gick	ANN GICK	TOKHEIM
47	Robert Nichols	R.E. Nichols	TOKHEIM
48	Andrew J. Swinart	ANDREW J. SWINART	5202 MARS LANE 328 W. Taber St.
49	Stephen R. Myers	Stephen R. Myers	46807 6212 Shell Dr.
50	Richard M. Welch	Richard M. Welch	46805

VERIFYING AFFIDAVIT

(Counterpart No. 11)

STATE OF INDIANA)
COUNTY OF ALLEN)

SS:

Robert E. Nichols, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

(Signature)

(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

(Signature)

(Printed Signature)

My Commission Expires:

My County of Residence:

(Signature)
Diene C. Brown
DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each MUST sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
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9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

TO: Paul Helmke
Greg Purcell
Tim McCaulay
Neil Moore

FROM: Payne Brown

DATE: September 16, 1993

SUBJECT: Time Line for Move of Police Department

September 9 - 21, 1993

Collect signatures for petition.

September 21 - 28, 1993

Have petitions certified.

September 28, 1993

Introduce lease at Council.

September 29, 1993

Send notice to newspaper.

October 2, 1993

Publish Notice for Hearing

Have information for lease in Sandy Kennedy's office

October 12, 1993

Lease is available for passage

Public Hearing

October 13, 1993

Publish Notice of Execution of Lease. Public has 45 days to object.

December 1, 1993

Deadline for Remonstrance Petition.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 10)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Wm E Brown</i>	WM E BROWN	1810 Pemberton
2	<i>Bruce L Burdick</i>	BRUCE L BURDICK	1805 N ANTHONY
3	<i>Jack Chapman</i>	JACK CHAPMAN	1221 BARTHOLD ST
4	<i>Jenny Criswell</i>	JENNY CRISWELL	3203 River Forest Dr
5	<i>Douglas Maley</i>	DOUGLAS MALEY	133-7 Lincoln Hwy
6	<i>David Kilcoin</i>	DAVID KILCOIN	3416 S CLINTON
7	<i>John D Maag</i>	JOHN D MAAG	2417 SHERMAN

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8 Scott Rade Scott RODE 518 HAYDEN ST. FT. WAYNE

9 JILL HOULIHAN Jill Houlihan P.O. BOX 160 FW 46801

10 Steven L. Neal STEVE NEAL 516 ELMER ST. FT. WAYNE

11 Lynette Brown Suzette Brown 1810 Pershing Way

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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 10)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

SUZETTE M. BROWN, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Suzette M. Brown
(Signature)

Suzette M. Brown
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

Diane C. Brown
(Signature)

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
Allen County
(Printed Signature)
MY COMMISSION EXPIRES 26 1998

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
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**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 9)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<u>Mark Rondot</u>	<u>MARK RONDOT</u>	<u>5930 VANCE Ave</u>
2	<u>Richard G. Uhrick</u>	<u>RICHARD G. UHRICK</u>	<u>4102 GLENVIEW CT</u>
3	<u>Grace J. Favory</u>	<u>GRACE J. FAVORY</u>	<u>7332 CAPRI DR</u>
4	<u>Joseph A. Berchhoff</u>	<u>JOSEPH A. BERCHHOFF</u>	<u>2230 MEDFORD DR</u>
5	<u>Marilyn I. White</u>	<u>MARILYN I. WHITE</u>	<u>5615 LE STEELE BLVD</u>
6	<u>Lari Lynne Jones</u>	<u>Lari Lynne Jones</u>	<u>435 Nussbaum Ave.</u>
7	<u>John S. Zollinger</u>	<u>JOHN S. ZOLLINGER</u>	<u>1722 KENTUCKY Ave.</u>

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8

Jerry W Carnall

JERRY W CARNALL

4207 DARBY DR.

9

Roslyn J. Albersmeyer

ROSALYN J. ALBERSMEYER

6128 ORCHARD
L.H. - F.W.

10

Carolyn N. Nantz

CAROLYN NANTZ

501 STADIUM
DR. F.W.

11

Michael J. Dosen

MICHAEL J. DOSEN

8210 FOUNTAIN HEAD
FT WAYNE

12

Bruce Taylor

BRUCE TAYLOR

3628 MONTAGNE DR.
F.T. WAYNE

13

Dennis E. Close

DENNIS E. CLOSE

5027 RIDGEHILL
FT. WAYNE, IN

14

Nobert D Fisher

Nobert D Fisher

2106 MERIDIAN ST
FORTWAYNE, IN 46808

15

Larry C Borne

Larry C Borne

2940 ALLEGANY AVE

16

Roger L. Silvers

ROGER L. SILVERS

1517 RUNNION AVE
F.W. 08

17

Daniel Andorfer

DANIEL ANDORFER

10112 WHEATFIELD
FORT WAYNE

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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 9)

STATE OF INDIANA)
COUNTY OF ALLEN)

SS:

MARK J. BONDOT, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Mark J. Bondot
(Signature)

MARK J. BONDOT
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

Diane C. Brown
(Signature)

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
(Printed Signature)
MY COMMISSION EXPIRES JULY 25, 1996

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

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**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 8)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

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The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Daniel W. Brough</i>	Daniel W. Brough	1249 W. Branning
2	<i>Donna Brown</i>	Donna Brown	4621 St Joe Cnr
3	<i>Mark C Higbee</i>	Mark Higbee	1709 Hillside Ave.
4	<i>Mark S. Crosby</i>	Mark S. Crosby	5214 Laurel Dr.
5	<i>Melissa Alderman</i>	Melissa L Alderman	1201 Elm St
6			
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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 8)

STATE OF INDIANA)
)
COUNTY OF ALLEN)

SS:


DONALD E. BENDER, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.


(Signature)

DONALD E. BENDER
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.


(Signature)

DIANE C. BROWN
(Printed Signature)
NOTARY PUBLIC - INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

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**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 7)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Carol Steele</i>	Carol Steele	8535 Notestine Rd. Ft. Wayne, IN 46835
2	<i>Elizabeth Frauhiger</i>	ELIZABETH FRAUHIGER	707 BOSUMS DR FORT WAYNE, IN 46819
3	<i>Michelle Boston</i>	Michelle Boston	3313 Hoagland Ave. Ft. Wayne, IN 46807
4	<i>Carol Miller</i>	CAROL MILLER	1023 WILLOWIND TR. FT WAYNE, IN 46845
	<i>James A. Kowik</i>	JAMES A. KOWIK	1216 RANNON AVE FORT WAYNE 46808
	<i>William E. Rando</i>	WILLIAM E Rando	2702 STANFORD FT WAYNE 46808
	<i>Richard Lepird</i>	Richard Lepird	2704 St Louis Ft Wayne In. 46809

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

9	<i>Scott Saalerank</i>		<i>3315 DEBENEY DR.</i>
10	<i>Robert W. Lawson</i>	ROBERT W. LAWSON	1612 COBBLEWOOD COVE
11	<i>David Kump</i>	David Kump	4624 Pinecrest Dr
12	<i>Robert Bates</i>	Robert Bates	1019 Crestway Dr Fort Wayne, IN
13	<i>Glen P. Kump</i>	GLEN P. KUMP	2502 JUQUETTE AVE
14	<i>Lee Scott</i>	LEE SCOTT	2118 TIMBERLAKE TRAIL FT. WAYNE IN 46804
15	<i>Kenneth Sikora</i>	Kenneth Sikora	5532 Quail Canyon Dr FT. Wayne IN 46835
16	<i>Danielle Hall</i>	Danielle Hall	2509 OLIVER ST Fort Wayne IN 46803
17	<i>Viola Dinius</i>	Viola Dinius	1622 JACKSON FT Wayne IN 46802
18	<i>Sadie Ward</i>	Sadie Ward	2812 Gay ST FT Wayne IN 46806
19	<i>Robert Goble</i>	Robert G Goble	2531 white oak av FT Wayne IN 46805
20	<i>Philip Burkholder</i>	PHILIP BURKHOLDER	2507 S. ANTHONY FTWAYNE, IN 46803
21	<i>Milton H. Brown</i>	MILTON H. BROWN II	1535 SHANNON DR. NEW HAVEN IN 46774
22	<i>Michael L Miller</i>	Michael L Miller	1023 willowind TR FT Wayne
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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 7)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

MICHAEL L. MILLER, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Michael L. Miller
(Signature)
Michael L. Miller
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

Diane C. Brown
(Signature)

(Printed Signature)
DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXPIRES JULY 26, 1996

My Commission Expires:

My County of Residence:

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each **MUST** sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
5. The signatures **MUST** be obtained in the presence of the person circulating the counterpart.
6. All names should be printed and written as they appear on the tax records in the County Auditor's Office.
7. Only persons or corporations who are owners of taxable real estate located in the district, as shown by the tax records in the Auditor's office, may sign the petition. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed, and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
8. The petition carrier should not sign the verifying affidavit until they bring the affidavit to a notary public.
9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 6)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Robert Wolfe</i>	ROBERT WOLFE	10904 CURRENT COVE
2	<i>Richard W. Wolfe Jr.</i>	Richard W. Wolfe Jr.	5520 N. Brookwood Dr.
3	<i>Richard Wolfe</i>	RICHARD WOLFE	9720 AUBURN RD
4	<i>Cliff Setser</i>	CLIFF SETSER	7610 Leswood Ct.
5	<i>Linda Martin</i>	2220 Dunkleburg	FT. Wayne
6	<i>Ronald E. Krithahn</i>	3624 S. ANTHONY	
7	<i>Jason Housman</i>	1920 HOBSON RD. RT. F-208	JASON Housman

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8

Curtis Setser CURTIS SETSER 2217 S. ANTHONY

9

Mary Shewer MARY SHEWERS 2418 J. HUST

10

Ann G Wolfe ANN C WOLFE 9720 Auburn Rd 46825

11

E. V. MEYER E. V. MEYER 3520 Glencare Dr 46815

12

Sharon Keall Sharon Keall 8724 Beacon Wds 46809

13

Virginia Swagart VIRGINIA SWAGART 2622 Ridgeway Dr 46816

14

Willis R. L. WILLIS R. L. WILLIS 3309 S ANTHONY 46802

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Edith Lucas 2314 So ANTHONY BLVD 46803

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Fletcher NARD 4422 Austin Dr

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Larry Belcher 5120 Cloverbrook FT. WAYNE IN

18

Shawn Norman 901 E. KNOXVILLE BLVD FT. WAYNE IN 06

19

Edward Whipp Edward Whipp 5625 Buckfield Ct

20

Janet Scott Janet Scott 4042 Warsaw

21

Diane Drennan Diane Drennan 3602 Plantation

22

Kim Shirey Kim Shirey 2737 W. WASHINGTON (Tr Rd #14)

23

Pamela Brown Pamela Brown 2737 W. Washington St

24

CHERYL WIGGAND CHERYL WIGGAND 924 Jackson St.

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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 6)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

ROBERT WOLFE, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Robert Wolfe
(Signature)

ROBERT WOLFE
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24th day of September, 1993.

Diane C. Brown
(Signature)

(Printed Signature)

My Commission Expires:

My County of Residence:

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each **MUST** sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
5. The signatures **MUST** be obtained in the presence of the person circulating the counterpart.
6. All names should be printed and written as they appear on the tax records in the County Auditor's Office.
7. Only persons or corporations who are owners of taxable real estate located in the district, as shown by the tax records in the Auditor's office, may sign the petition. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed, and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
8. The petition carrier should not sign the verifying affidavit until they bring the affidavit to a notary public.
9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 5)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>John V. McMillen</i>	JOHN V. McMILLAN	6719 JUSTIN CT
2	<i>E. David DeVoe</i>	E. David DeVoe	902 W. Wildwood Ave
3	<i>John E. Fitzgerald</i>	John E. Fitzgerald	2916 Bankbarn Place
4	<i>Donald F. Suelzer</i>	DONALD F. SUELZER	1107 WINDWARD CT
5	<i>Rochelle Jones</i>	ROCHELLE JONES	1024 COLERICK
6	<i>Bob Murray</i>	BOB MURRAY	5605 Foxcross Court
7	<i>Teresa Hamilton</i>	TERESA HAMILTON	5403-A RIVER RUN TR.

WRITTEN NAME
FIRST - LAST

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FIRST - LAST

ADDRESS

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~~Barbara Jones~~ Barbara h. Jones 3005 N. Anthony Blvd.

9

Mary J. Morris 3205 Holton Ave.

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~~Mr. J. J. Morris~~ Mr. J. J. Morris Melvin Jack Lowry 4407 Harris Blvd.

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Mr. J. J. Morris for Wendell The Westbridge Campground Reckney Place 4407 Harris Blvd.

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James Redmond 935 Hamilton Ave.

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VERIFYING AFFIDAVIT

(Counterpart No. 5)

STATE OF INDIANA)
COUNTY OF ALLEN)

SS:

Payne D. Brown, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Payne D. Brown
(Signature)

PAYNE D. BROWN
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 27th day of September, 1993.

Diane C. Brown
(Signature)

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
(Printed Signature)
MY COMMISSION EXP JULY 26, 1996

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each **MUST** sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
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8. The petition carrier should not sign the verifying affidavit until they bring the affidavit to a notary public.
9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 4)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Gregory A. Russell</i>	Gregory A. Russell	1109 W. Beary
2	<i>Patricia Lyons</i>	Patricia Lyons	1203 Kensington Blvd.
3	<i>Peterson L. Fisher</i>	Peterson L. Fisher	1007 Forest View Dr.
4	<i>Deborah K. Gillespie</i>	Deborah K. Gillespie	2430 Hubertus
5	<i>Kathleen A. Neeks</i>	Kathleen A. Neeks	1922 Florida Drive
6	<i>Douglas M. Lehman</i>	DOUGLAS M. LEHMAN	5206 INDIANA AVE
7	<i>Glen J. Beamis</i>	Glen J. Beamis	6821 Forest Street

WRITTEN NAME
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FIRST - LAST

ADDRESS

8 Margaret Potthoff MARGARET POTTHOFF 1508 KENSINGTON BL.

9 Jeanine A. Erpelding Jeanine A. Erpelding 5511 Lake Ave.

10 Walter P. Helmke WALTER P. HELMKE 725 N. FAIRFAX AVE.

11 J. Timothy McCauley J. TIMOTHY M^CCAULAY 4715 HARTMAN RD.

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VERIFYING AFFIDAVIT

(Counterpart No. 4)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

J. Timothy McLaughlin, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

J. Timothy McLaughlin
(Signature)

J. TIMOTHY McLAUGHLIN
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 24 day of September, 1993.

Diane C. Brown
(Signature)

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
(Printed Signature)
MY COMMISSION EXP JULY 26, 1996

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

1. Those who circulate this petition for entering into a lease must be owners of taxable real estate located in Allen County.
2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
3. Only one person can circulate each petition; the petitions may be circulated in counterparts, but counterparts cannot be passed on from one person to another.
4. No one may sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order to constitute a valid petitioner; however, each **MUST** sign separately if the signatures are to be counted as signatures of two separate petitioners. The wife should not sign as "Mrs. John Doe," but should sign her own name, e.g. "Mary Doe."
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9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 3)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	LINDSAY JAMES	JAMES LINDSAY	3710 WAWONA TRAIL
2	Patricia Green	PATRICIA GREEN	318 E. Wildwood
3	Diana J. Neville	DIANA J. NEVILLE	1248 W. Shiloh Ln.
4	Elizabeth A. Neu	ELIZABETH A. NEU	2515 N. Highlands
5	Ronald R. Fletcher	RONALD R. FLETCHER	4102 PATRICK LANE
6	Gordon L. Kravig	GORDON L. KRAVIG	9008 Hickory Knoll Blvd.
7	PAUL HELMKE	Paul Helmke	1215 Korte Ln., Ft. Wayne

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
8	Ann C. Smith	Ann C Smith	2026 St Joe Blvd
9	Linda P. Powell	Linda P. Powell	2418 Forest Park Blvd.
10	Virginia Stucell	Virginia S. Parcell	1109 W. Berry St.
11	Clutus Edmonds	Clutus Edmonds	1915-5 Fox Pointe Dr.
12	Catherine A. Love-Jacobson	Catherine A. Love-Jacobson	905 W. Wildwood
13	Thomas E. Smith	THOMAS E. SMITH	6521 MONARCH DR.
14	Ron S. Katz	Wm. Katz	5525 D. Keyes
15	Carl C. Lebamoff	CARL C. LEBAMOFF	820 OLD FARM CIRCLE
16	Robert Blackburn	ROBERT BLACKBURN	2317 OTSEGO DR.
17	Craig Booker	Craig Booker	7422 Breckenwood
18	Shawn D. Wall	Shawn D. Wall	947 East Lawn Dr
19	Robert A. Johnson	ROBERT A. JOHNSON	3213 COPPERHILL AVE
20	Gretchen Wiegel	GRETCHEN WIEGEL	5576 South Wayne Ave
21	Jeff Valichan	JEFF VALICHAN	6710 KANATA CT.
22	Sharon Lindsey	Sharon Lindsey	1302 E. Rudisill Blvd.
23	Irene Brewer	IRENE BREWER	814 Elmrow Dr.
24	Sean Collantine	Sean Collantine	305 Acadia Ct 5219 OLD MILL RD 46807
25	Colleen Benninghoff	COLLEEN BENNINGHOFF	119 WEST LEITIT 46807
26	Judith Brown Willard	JUDITH BROWN WILLARD	1025 W Rudisill
27	Nathan Phinney	Nathan Phinney	4107 INDIANA AVE. 46807
28	William D. Geric	WILLIAM D. GERIC	3715 INDIANA AVE
29	Jim Johnson	Jim Johnson	

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
30	David W Rinker	DAVID W. RINKER	2115 Edgehill Ave.
31	Carol Cartwright	Carol Cartwright	3127 Reed St.
32	Max Danner	Max Danner	3324 Mc Cormick C
33	Glynis A. Bruce	Glynis A Bruce	2909 Dodge Ave.
34	David G. Ross	David G. Ross	4035 S. Harrison
35	Rebecca J. Gray	REBECCA J. GRAY	6221 Salisbury Dr.
36	Thomas D. Brown	THOMAS D. BROWN	1018 HUGH STREET
37	Leon P. Jaguin	Leonard P. Jaguinta	2518 Eastbrook DR
38	Sam Talarico	SAM TALARICO	1923 E. STATE
39	Payne D. Brown	PAYNE BROWN	341 W. TABER
40	Archie Lumsy	Archie Lumsy	1548 Kitch St
41	John Stafford	John Stafford	2207 Olmstead Way
42	Charles Wemvairb	Charles Wemvairb	918 Pasadena Dr.
43	Alan R. Grimsfeldt	Alan Grimsfeldt	2131 Forest Park Blvd
44	M. Frances Manaway	M. FRANCES GANAWAY	1805 SHAMROCK Rd
45	Lana K. Taylor	LANA K. TAYLOR	1827 N. ANTHONY BLVD
46	Ernestine Williams	Ernestine Williams	421 E. Sherwood
47	Jo Ann Duvson	Jo Ann Duvson	3022 S. Anthony.
48	Irma Carboi	IRMA CARBOI	1110 Degrout 4902
49	Darrell L. Carpenter	DARRELL L. CARPENTER	HESSG CASSEL Rd.
50	Dennis Kim		2120 PARKLAND DR. DENNIS KIM

VERIFYING AFFIDAVIT

(Counterpart No. 3)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

Gregory A. Porcell, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

Gregory A. Porcell
(Signature)

Gregory A. Porcell
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 21st day of September, 1993.

DIANE C BROWN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JULY 26, 1996

Diane C. Brown
(Signature)

(Printed Signature)

My Commission Expires:

My County of Residence:

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

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2. Whoever circulates a petition and executes the verifying affidavit attached thereto must also sign the petition.
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9. Counterparts should not be numbered until after all petitions are in and then done in sequence.

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 1)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

Therefore, the undersigned, owners of taxable real estate in the City of Fort Wayne, Allen County, Indiana, hereby petition the City of Fort Wayne to enter into a lease and petition the State Board of Tax Commissioners to approve said lease whereby the building and property located at 1302 East Creighton Street will be leased to the City of Fort Wayne for use by the Fort Wayne Police Department.

The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Kathleen Likeness</i>	KATHLEEN LIKENESS	1302 W. FOSTER PKWY.
2	<i>Vernon R. Graham</i>	VERNON R. GRAHAM	5024 WHEATON CT.
3	<i>Helmer, Mary A.</i>	HELMER, MARY A.	915 CRESCENT AVE
4	<i>Richard C. Stumpf</i>	STUMPF, RICHARD C.	2350 S. HARRISON ST.
5	<i>Alice Schoppman</i>	ALICE SCHOPPMAN	1125 HOLLON C.
6	<i>Penny S. Furphy</i>	FURPHY, PENNY	6825 HEATHERTON DR (19)
7	<i>Shirley D. Doughty</i>	SHIRLEY D. DOUGHTY	3221 WILKINSON

**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 1)

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	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Shirley L. Brunson</i>	SHIRLEY L. BRUNSON	5341 OLD MILL
2	<i>Charlotte Hensworth</i>	Charlotte Hensworth	333 PA-ADLER
3	<i>Florence Weaver</i>	Florence Weaver	3001 Duval
4	<i>Kathleen M. Fry-Miller</i>	Kathleen M. Fry-Miller	3704 Central Dr.
5	<i>Edwin D. Fenstermacher</i>	Edwin Edwin Fenstermacher	2435 S. Webster
6	<i>Telecia E. Slack</i>	TELECIA E. SLACK	1427 Fayette St
7	<i>Helen Eshleman</i>	Helen Eshleman	306 W. Sherwood Ter

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8	Millie Beatty	Millie Beatty	7408 Bradley Ave.
9	Jack V. Allen	JACK V. ALLEN	2612 Alwood Rd. Ft Wayne
10	Brenda Sanders	Brenda J Sanders	315 Kindred Ave Ft. Wayne
11	Maude E. Proctor	MAUDE E PROCTOR	3720 W. Washington FW 46802
12	June Drummond	June Drummond	1105 Milton St.
13	Patrick Foley	Patrick Foley	437 W. Fleming Ave.
14	Thomas Cain	Thomas Cain	1301 W. Jefferson Bl.
15	Gary Stair	GARY STAIR	2525 KNOWLEDGE DR
16	Brian J. White	Brian J. White	5911 Oakmont Rd.
17	Scott Cassingham	Scott Cassingham	1105 W. Oakdale Rd.
18	Bruce Johnson	Bruce Johnson	1745 Westgate Dr.
19	David Sedstrom	DAVID SEDESTROM	3544 KIRKWOOD DR
20	F. Robert Woenker	F. ROBERT WOENKER	316 W. TABER ST.

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FIRST - LAST

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VERIFYING AFFIDAVIT

(Counterpart No. 1)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

F. ROBERT WOENKER, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

F. Robert Woenker
(Signature)

F. ROBERT WOENKER
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 15th day of Sept, 1993.

Kathleen A. Evans
(Signature)

KATHLEEN A. EVANS
(Printed Signature)

My Commission Expires: 8/7/97

My County of Residence: ALLEN

**INSTRUCTIONS
REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

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**PETITION REQUESTING THE ENTERING INTO A LEASE WITH
THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA**

(Counterpart No. 2)

TO: CITY OF FORT WAYNE, INDIANA
THE STATE BOARD OF TAX COMMISSIONERS

The City of Fort Wayne has requested and received proposals for the leasing to the City of a central headquarters building for the Fort Wayne Police Department. One proposal received was from the McMillen Foundation, a local not-for-profit entity. The McMillen Foundation proposes to lease to the City a building located at 1302 East Creighton Street. The McMillen Foundation is prepared to make \$525,000 in improvements and concessions if the lease is agreed to. The proposed site will provide a building, when upgraded with the landlord's improvements, sufficient to meet the needs of the community.

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The undersigned believe a need exists for a separate police building and that without this lease arrangement the City of Fort Wayne will not have sufficient funds available or provided for in its existing budget with which to pay the total cost of such a building to meet the present and future needs of the taxpayers of the City of Fort Wayne, Allen County, Indiana.

This petition may be circulated in several counterparts, and all of the counterparts are to be considered as constituting, and constitute, one petition.

	WRITTEN NAME FIRST - LAST	PRINTED NAME FIRST - LAST	ADDRESS
1	<i>Robert W. Scott</i>	Robert Scott	3101 Indiana Ave ^{FT. Wayne} 46807
2	<i>Kevin L. Ames</i>	Kevin L. Ames	1206 W. Packard FT Wayne IN 46801
3	<i>Lois Berger</i>	Lois Berger	8434 S. Anthony Blvd, ^{FWA} 46816
4	<i>William J. Allen</i>	William J. Allen	2610 Alwood Dr. 46816
5	<i>Taylor Alan Thames</i>	Taylor Alan Thames	4603 Santa Anna 46816
6	<i>William E. Franklin</i>	William E. Franklin	266 E. Maple Grove 46808
7	<i>Henry C. Suder</i>	HENRY C. SUDER	1505 PARK AVE

WRITTEN NAME
FIRST - LAST

PRINTED NAME
FIRST - LAST

ADDRESS

8

Susan K. Petter Susan K. Petter 7921 Githung St

9

Machelle A. Cheatham Machelle A. Cheatham 2629 Castle Dr

10

Walter L. Weaver 3001 Drexel Ave., Fort Wayne In. 46806

11

MARY SIMPSON
Mary Simpson 2811 Trenton Ave Ft Wayne, In 46806

12

Rose Cruse, ROSE CRUSE - 715 HAMILTON AV.

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J.C. Creager Smith J.C. Creager Smith 828 Kinnaird Ave, 46807

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WRITTEN NAME
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VERIFYING AFFIDAVIT

(Counterpart No. 2)

STATE OF INDIANA)
)
COUNTY OF ALLEN) SS:

J.C. Creager Smith, being first duly sworn upon his/her oath, deposes and states the following:

He/she is the owner of taxable real estate located in the City of Fort Wayne, Allen County, Indiana, and is one of the signers of the attached counterpart of a petition addressed to the City of Fort Wayne and the State Board of Tax Commissioners requesting the entering into a lease whereby a separate building for the Fort Wayne Police Department will be leased, all as provided by Indiana Code 36-1-10 et.seq., as amended. All of the signatures appearing on this attached counterpart of the petition were signed in his/her presence and are true and lawful signatures of the person signing this counterpart.

J.C. Creager Smith
(Signature)
J.C. Creager Smith
(Printed Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 15th day of Sept, 1993.

Kathleen A. Evans
(Signature)
KATHLEEN A. EVANS
(Printed Signature)

My Commission Expires: 8/7/97

My County of Residence: ALLEN

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REGARDING CIRCULATION
OF A PETITION FOR ENTERING INTO A LEASE**

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THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

September 29, 1993

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert,

Please give the attached full coverage on the date of
October 2, 1993, in both the News Sentinel and Journal
Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. S-93-09-14
Lease of Headquarters for the
Fort Wayne Police Department

Please send us 3 copies of the publisher's Affidavit from
both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

**NOTICE TO TAXPAYERS
OF THE CITY OF FORT WAYNE OF
PROPOSED LEASE**

Please be notified that a public hearing will be held before the Common Council of the City of Fort Wayne on the 12th day of October, 1993, at 6:00 PM (local time) in the City Council Chambers, 1st Floor, City-County Building, One Main Street, Fort Wayne, Indiana, on a proposed lease by and between the City of Fort Wayne, as lessee, and the McMillan Foundation, Ind., as lessor.

Under the proposed lease, the City will use and occupy, as a central police headquarters, a six-story office building, plus basement, with a common street address of 1302 East Creighton Avenue, Fort Wayne, Indiana. The proposed term of the lease is from January 1, 1994, to December 31, 2003. The lease is expected to be in effect ten years. The lease obligates the City to maintain the premises and pay the utilities used in connection with its occupation of the premises; however, the landlord is to be responsible for repairs to the structure and roof of the premises. The landlord is obligated to make certain ADA (Americans with Disabilities Act) modifications, automate the elevator, and pay the first \$180,000 in expenses related to the installation of certain communications switching equipment. The lease calls for an annual rental of \$235,000 payable in equal monthly installments beginning July 1, 1994. The total rental to be paid during the ten year term of the lease is \$2,238,200.00.

The proposed lease, drawings, plans and specifications for the facility will be open for public inspection at the public hearing, and are open for public inspection prior to the public hearing in the City Clerk's Office, 1st Floor, City-County Building, Fort Wayne, Indiana.

All persons are entitled to be heard at the hearing as to whether the execution of the lease is necessary and whether the rental is fair and reasonable for the proposed structure.

(PUBLISH ONE TIME IN THE NEWS-SENTINEL AND THE JOURNAL-GAZETTE NO LATER THAN OCTOBER 2, 1993.)

FW Common Council

(Governmental Unit)

To:

The Journal-Gazette

Dr.

P.O. Box 100

Fort Wayne, IN

ALLEN

County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

41 lines, 1 columns wide equals 41 equivalent lines
at .33 cents per line

\$ 13.53

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

1.00

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 14.53

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 1

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: Oct 2, 19 93

Title:

Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Cindy Gillenwater who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time 10/2/93, the dates of publication being as follows:

Subscribed and sworn to before me this 2nd day of Oct, 19 93.

Notary Public

MARY L ADKISON
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

My commission expires:

MY COMMISSION EXP JUNE 14, 1997

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OF THE CITY OF FORT WAYNE OF
PROPOSED LEASE

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All persons are entitled to be heard at the hearing as to whether the execution of the lease is necessary and whether the rental is fair and reasonable for the proposed structure.

Fw common Council
(Governmental Unit)To: The News-Sentinel Dr.
P.O. Box 100
Fort Wayne, IN

ALLEN County, Indiana

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(50 percent of above amount)

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Date: Oct 2, 19 93

Title: Clerk

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State of Indiana)

) ss:

Allen County)

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10/2/93

Subscribed and sworn to before me this 2nd day of Oct, 19 93

Notary Public

MARY L ADKISON

NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

My commission expires:

MY COMMISSION EXP JUNE 14, 1997

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